

BIDDER _____

BID SECURITY _____

CITY OF NEWARK
Delaware

CONTRACT NO. 13-15

PURCHASE OF LIQUID ALUMINUM SULFATE

NOTICE

Do not disassemble. Return intact with
properly completed forms or bid may be rejected.

CITY OF NEWARK
Delaware

CONTRACT NO. 13-15

PURCHASE OF LIQUID ALUMINUM SULFATE

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CITY OF NEWARK
Delaware

CONTRACT NO. 13-15

PURCHASE OF LIQUID ALUMINUM SULFATE

NOTICE OF LETTING

Sealed bids for Contract No. 13-15, Purchase of Liquid Aluminum Sulfate, will be received in the Purchasing Office, Newark Municipal Building, 220 South Main Street, Newark, Delaware, 19711, until 2 p.m., prevailing time, Tuesday, November 26, 2013 and will be publicly opened and read aloud in the Council Chamber shortly thereafter.

Two copies of the contract documents may be obtained by each prospective bidder upon application in the Purchasing Office on the 2nd Floor of the Newark Municipal Building, 220 South Main Street, Newark, Delaware or on the City's website at www.cityofnewarkde.us.

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CONTRACT NO. 13-15

PURCHASE OF LIQUID ALUMINUM SULFATE

GENERAL PROVISIONS

1. BIDS

Each bid shall be submitted on the proposal form included herein. The proposal and all other required documents must be submitted in a sealed envelope clearly identified with the bidder's name and marked, "City of Newark - Contract No. 13-15, "Purchase of Liquid Aluminum Sulfate" and will be received in the Purchasing Office, 220 South Main Street, Newark, Delaware, 19711, until 2 p.m. on Tuesday, November 26, 2013. Each bid so submitted shall constitute an irrevocable offer for a period of sixty (60) days following the bid opening date.

2. BID SECURITY

Each bid must be accompanied by a certified check, cashier's check or bid bond in the amount of five percent (5%) of the first year budget estimate, payable to the City of Newark. For the purpose of calculating the amount of the bid security, the first year amount of this contract is estimated at \$51,300.00. Failure to provide the required bid security may be grounds for rejection of the bid.

If the successful bidder fails or refuses to execute and deliver the contract within fourteen (14) calendar days after receiving notice of award of the contract, the successful bidder shall forfeit to the city for such failure or refusal the security deposited with the bid. Any certified check or cashier's check submitted as bid security shall be returned to all unsuccessful bidders sixty (60) calendar days after the bid opening date.

3. CONTRACT SURETY BOND

The successful bidder shall provide the City with a contract surety bond in the full first year estimated budget amount of \$51,300 guaranteeing faithful performance of the contract. Such bond shall be provided to the City with the executed agreement within fourteen (14) calendar days after receiving notice of award of the contract. Upon receipt of the

contract surety bond, the City will return any certified check or cashier's check submitted as bid security by the successful bidder.

4. TAXES

The bid price(s) shall not include federal or state taxes. If applicable, the bidder must furnish the City with the necessary tax exemption forms in triplicate upon submission of his invoice.

5. AWARDS

Following review of all bids by the City Manager and her recommendation to the Mayor and Council, awards, if any, will be made to the best responsible bidder. The Mayor and Council reserve the right to reject any or all bids and to waive minor irregularities and defects in form where the best interests of the City would be served. The City reserves the right to divide the award of the contract into each of the parts designated in the specifications and proposal.

6. BID PRICE

The bid price shall include all transportation and delivery charges for the goods specified. The bid prices shall be F.O.B. Newark Water Treatment Plant, 215 Paper Mill Road, Newark.

7. INTENT OF SPECIFICATIONS

It shall be the vendor's responsibility to furnish the goods specifically indicated in this specification and such other as may be required to meet the intent of the specifications or as may be necessary to provide the operation intended by the City of Newark. See technical specifications.

8. EXCEPTIONS/DESCRIPTIVE INFORMATION

Any and all exceptions which are taken to the specifications must be noted in the space provided on the Proposal. Any exceptions to the specifications may be grounds for rejection of the bid. Descriptive information covering the goods to be supplied must be submitted with the proposal. The goods must meet all applicable federal and state regulations.

9. FINAL INSPECTION

All delivered goods will be subject to final inspection by the City of Newark, Delaware. If in any way an item fails to meet the terms of the contract, it may be rejected. The decision of the City will be final and any rejected items or

materials will have to be replaced at the expense of the vendor.

10. ADVERTISEMENT

It is further agreed that any bidder submitting a bid will not use the name of the City in any advertisement without first obtaining the written consent of the City Manager.

11. EEO AND BUSINESS LICENSES

The bidder shall possess all required business or other licenses and also be a fair and equal opportunity employer.

12. NONCOLLUSION

Bidders are prohibited from entering into any agreement, participating in any collusion or otherwise taking any action in restraint of free competitive bidding in connection with this bid.

13. ADDENDA

Any changes to the bid documents shall be made only by written addenda issued no later than four (4) calendar days prior to the date set for bid opening. Prospective bidders shall bear the entire responsibility for being sure they have received any and all such addenda.

14. INQUIRIES

Any inquiries regarding technical specifications should be directed to Bill Zimmerman, Water Quality Engineer, at (302)366-7055. Questions regarding this bidding procedure should be directed to Cenise Wright, Purchasing Administrator, at (302)366-7022.

15. PAYMENT

No invoice will be processed for payment for any shipment until the goods have been delivered and verification is made that goods delivered meet the specifications under this contract. Payment for each shipment will be made within thirty (30) days of final acceptance of the goods by the City.

16. QUANTITY

The goods specified herein are to be supplied on an as-needed basis. Payment will be made for the actual amount of materials delivered conforming to the specifications and in accordance with orders for said material by the city at the

unit price bid in the Proposal, which price shall include all labor, materials, and equipment and all else necessary therefor or incidental thereto.

17. EXCEPTIONS

Any and all exceptions to the specifications or other bidding requirements must be noted in the space provided on the proposal form. Any exceptions may constitute suitable grounds for rejection of the bid.

18. TERMINATION OF AGREEMENT

This agreement may be terminated by the City upon thirty (30) days written notice if the contractor fails to perform satisfactorily in accordance with the terms and conditions of the contract. In the event this agreement is terminated, the contractor shall be paid for services satisfactorily rendered up to the termination date.

19. DURATION

If awarded the contract, the contractor shall hold firm the unit prices stipulated in the proposal for a period of thirty-six (36) months from the date of award. Additionally, Newark reserves the right to extend the contract two (2) additional years upon reaching mutually agreeable terms with the successful contractor.

CITY OF NEWARK
Delaware

CONTRACT NO. 13-15

PURCHASE OF LIQUID ALUMINUM SULFATE

TECHNICAL SPECIFICATIONS

1. GENERAL

It is the intent of these specifications to describe the City's minimum requirements for the purchase of 410 dry tons of Liquid Aluminum Sulfate to be used in the treatment of the City's drinking water supply. The liquid aluminum sulfate shall meet all applicable federal, state and American Waterworks Association standards for use in treating drinking water.

2. ESTIMATED USAGE

This is a thirty-six (36) month supply with a 4,000 gallon delivery every one to two months. Price will be firm for the period from 1/1/2014 through 12/31/2016. The lead time will be 2-3 work days after receipt of order. The City reserves the right to increase or decrease its requirements by 10% as needs dictate during the contract period without affecting the unit price.

3. REQUIREMENTS

Aluminum sulfate is the product of the reaction between sulfuric acid and a mineral rich in aluminum, such as bauxite. Liquid alum is a nearly saturated solution of aluminum sulfate shall be of such clarity as to permit the reading of flow-measuring devices without difficulty.

4. PHYSICAL REQUIREMENTS

See AWWA Standard, Section 4.1

5. CHEMICAL REQUIREMENTS

See AWWA Standard, Section 4.2

6. IMPURITIES

See AWWA Standard, Section 4.3

1. Product certifications. Aluminum sulfate is a direct additive used in the treatment of potable water. This material should be certified as suitable for contact with or treatment of drinking water by an accredited certifications organization in accordance with ANSI/NSF Standard Drinking Water Treatment Chemicals - Health Effects, Evaluation shall be accomplished in accordance with requirements that are no less restrictive than those listed in ANSI/NSF Standard 60 and/or AWWA Standard B403-98. Certification shall be accomplished by a certification organization accredited by the American National Standards Institute.

7. PACKAGING AND SHIPPING

Packaging and shipping of liquid aluminum sulfate shall conform to the current federal, state, and local regulations.

1. Liquid aluminum sulfate will be shipped in thoroughly clean tank trucks of 4,000 gallon capacity.
2. Net weight. The net weight of net volume of packaged or containerized material shall not deviate from the recorded weight or volume by more than an absolute value of 2.5%. If exception is taken to the weight or volume of the material received, acceptance or rejection shall be based on the weight or volume of not less than 10% of the packages or containers received, selected at random from the shipment.

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PURCHASE OF LIQUID ALUMINUM SULFATE

PROPOSAL

TO: The Mayor and City Council
 Newark, Delaware

FROM: _____

The undersigned as a lawfully authorized agent for the below named Bidder has carefully examined the General Provision, Specifications, and Proposal to be known as Contract No. 13-15 and binds himself upon award to him by the Mayor and City Council of Newark, Delaware to execute in accordance with such award, a contract of which this Proposal and said General Provisions and any Addenda shall be a part, and to furnish the equipment as specified F.O.B. Newark, Delaware in a manner that is in complete accordance with said General Provisions and Specifications at the following cost:

410 Dry Tons Liquid Aluminum Sulfate Cost: _____

Exceptions: _____

Date _____

Bidder/Contractor _____

BY: _____
 Its legally authorized representative

PLEASE PRINT NAME ABOVE _____

TITLE: _____

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____

CITY OF NEWARK
Delaware

CONTRACT NO. 13-15

PURCHASE OF LIQUID ALUMINUM SULFATE

BOND TO ACCOMPANY PROPOSAL

(not necessary if certified or cashier's check is used)

KNOW ALL MEN BY THESE PRESENTS THAT _____ of
_____ of the County of _____ and
State of _____, principal, and
_____ of _____ as
surety, legally authorized to do business in the State of
Delaware, are held and firmly bound unto the City of Newark in the
sum of _____ Dollars, to be paid to
said City of Newark for use and benefit of the Mayor and Council
of Newark, for which payment well and truly to be made, we do bind
ourselves, our and each of our heirs, executors, administrators
and successors, jointly and severally, for and in the whole,
firmly by these presents. Sealed with our seal dated the
_____ day of _____ in the year of our Lord, two
thousand and thirteen (2013).

NOW THE CONDITIONS OF THIS OBLIGATIONS IS SUCH, that if the
above bounded principal who has submitted to said City of Newark,
a certain proposal to enter into a certain Contract No. 13-15,
Purchase of Liquid Aluminum Sulfate, and if said
_____ shall well and truly enter into and executes said

contract and furnish therewith such Surety Bond or Bonds as may be required by the terms of said contract and approved by said City of Newark, said Contract, and said Bond to be entered into within fourteen (14) days after the date of official notice of award thereof in accordance with the terms of said proposal, then this obligation unless void in writing by both parties, otherwise shall remain in full force and virtue.

SIGNED AND SEALED IN THE
PRESENCE OF WITNESS:

SIGNED _____ (SEAL)

BY _____ (SEAL)

SIGNED _____ (SEAL)

BY _____ (SEAL)